

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. Solicitation No. DE-FB65-11WG03099	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)	3. Date Issued OCT 14, 2010	Page of Pages 1 of 42
IMPORTANT – The "offer" section on the reverse must be fully completed by offeror.					
4. Contract No. DE-AC65-11WA90328		5. Requisition/Purchase Request No. 90328		6. Project No. 10-WG88582-711	
7. Issued By U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 615 S 43rd AVENUE PHOENIX, AZ 85009-5313		Code G1500		8. Address Offer to U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 615 S 43rd AVENUE PHOENIX, AZ 85009-5313	
Code G1500		Code G1500			
9. For Information Call:		A. Name PATRICK HARVEY		B. Telephone No. (Include area code) (No Collect Calls) (602) 605-2786 HAVEY@WAPA.GOV	
SOLICITATION					
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder"					

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: (Title, Identifying No., Date)

TRACY – DELTA MENDOTA CANAL INTERTIE (TRY-DCI)

69-kV PROJECT

NOTE: Standard Specifications apply. See Section C, Division 1(A)

CONTRACT MAGNITUDE IS BETWEEN \$1,000,000 AND \$5,000,000

Cutoff date for receiving solicitation RFI's is COB November 3, 2010.

11. The Contractor shall begin performance as specified in FAR 52.211-10 of the solicitation/contract after receiving the <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See F.1.)	
12A. The Contractor must furnish any required performance and payment bonds? (If "YES", indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12B. Calendar Days 10
13. Additional Solicitation Requirements:	
A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 pm local time NOVEMBER 16, 2010. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror (Include ZIP Code)

15. Telephone No. (Include area code)

16. Remittance Address (Include only if different than Item 14)

Code

Facility Code

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum.

AMOUNTS

SEE SUPPLIES OR SERVICES AND PRICES/COSTS, SECTION B

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendment to the solicitation - give number and date of each)

AMENDMENT
No.

DATE

20A NAME, TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

20B. SIGNATURE

20c. OFFER DATE

AWARD (to be completed by Government)

21. ITEM(S) ACCEPTED

22. Amount
\$

23. Accounting and Appropriation Data

24. Submit Invoices to Address shown below
(4 copies unless otherwise specified)

Item

26

25. Other Than full and open competition pursuant to

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C 253 (c) ()

26. Administered by

U.S. DEPARTMENT OF ENERGY

Western Area Power Administration

Desert Southwest Customer Service Region

P.O. Box 6457, Attn: G5600

Phoenix, AZ 85005-6457

Payment will be made by

Western Area Power Administration

Accounts Payable-A8210

P.O. Box 281111

Lakewood, CO 80228-8111

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work, requisition stated in this contract. The rights and obligation's of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. Name and Title of Contractor or Person authorized

31A. Name of Contracting Officer (Type or Print)

30b. Signature

30C. Date

31B. United States of America

31C. Award Date

By

SECTION B
SUPPLIES OR SERVICES AND PRICES
BIDDING SCHEDULE
TRACY - DELTA MENDOTA CANAL INTERTIE PROJECT
(TRY-DCI 69-KV TRANSMISSION LINE)

Item No.	Work or Material	Estimated Quantity	Unit	Unit Price	Amount
0001.	Mobilization and preparatory work		LS	\$	_____
0002.	Removing existing 69-kV structure 0/4	1	EA	\$ _____	\$ _____
0003.	Access road construction		LS	\$	_____
0004.	Grading	200	CY	\$ _____	\$ _____
0005.	Fence construction	859	LF	\$ _____	\$ _____
0006.	Permanent gates for barbed wire fences	2	EA	\$ _____	\$ _____
0007.	Fence grounds	10	EA	\$ _____	\$ _____
0008.	Concrete foundation	36.7	CY	\$ _____	\$ _____
0009.	Installing one Government-furnished Type 024W-45 (BP) steel pole switch structure		LS	\$	_____
0010.	Installing Government-furnished single switch operating platforms	3	EA	\$ _____	\$ _____
	Furnishing and installing 69-kV transmission line wood pole structures as follows:				
0011.	60-OPGW	1	EA	\$ _____	\$ _____
0012.	55-SS-1	13	EA	\$ _____	\$ _____
0013.	60-SS-1	12	EA	\$ _____	\$ _____
0014.	65-SS-1	6	EA	\$ _____	\$ _____
0015.	70-SS-1	2	EA	\$ _____	\$ _____
0016.	Furnishing and installing bayonets	2	EA	\$ _____	\$ _____
	Furnishing and installing 69-kV transmission line glued laminated structures as follows:				

0017.	35-LSSA-GL	5	EA	\$	_____	\$	_____
0018.	40-LSSA-GL	6	EA	\$	_____	\$	_____
0019.	50-LSSA-GL	2	EA	\$	_____	\$	_____
0020.	55-LSSA-GL	1	EA	\$	_____	\$	_____
0021.	30-LSLA-GL	2	EA	\$	_____	\$	_____
0022.	35-LSLA-GL	5	EA	\$	_____	\$	_____
0023.	40-LSLA-GL	9	EA	\$	_____	\$	_____
0024.	45-LSLA-GL	1	EA	\$	_____	\$	_____
0025.	50-LSLA-GL	1	EA	\$	_____	\$	_____
0026.	55-LSLA-GL	2	EA	\$	_____	\$	_____
0027.	35-LST-GL	3	EA	\$	_____	\$	_____
0028.	45-LST-GL	1	EA	\$	_____	\$	_____
0029.	20-LSTF-GL, 28.4° Angle	1	EA	\$	_____	\$	_____
0030.	20.5-LSTF-GL, -22.9° Angle	1	EA	\$	_____	\$	_____
0031.	29-LSTF-GL, 28.9° Angle	1	EA	\$	_____	\$	_____
0032.	29-LSTF-GL, 0° Angle	3	EA	\$	_____	\$	_____
0033.	26.5-LSTF-GL, 21.5° Angle	1	EA	\$	_____	\$	_____
0034.	Furnishing and installing communication equipment rack	1	EA	\$	_____	\$	_____
0035.	Furnishing and installing substation fiber optics		LS			\$	_____
0036.	Furnishing and installing garage building fiber optics	2500	FT	\$	_____	\$	_____
	Furnishing insulator assembly hardware, complete with compression dead end or suspension clamp, suitable for 266,800 circular mil, ACSR, 26/7 conductor and installing complete 69-kV insulator assemblies with Government-furnished polymer-fiberglass insulators, as follows:						
0037.	Glued laminated single-string SIA11-B suspension assemblies (20,000 lbs)	60	EA	\$	_____	\$	_____
0038.	Glued laminated single-string T21-B tension assemblies (20,000 lbs)	66	EA	\$	_____	\$	_____
0039.	Steel pole single-string T21-B tension assemblies	12	EA	\$	_____	\$	_____

(20,000 lbs)

0040.	Glued laminated HF1-F horizontal post assemblies	12	EA	\$ _____	\$ _____
0041.	Glued laminated HS1-F horizontal post assemblies	42	EA	\$ _____	\$ _____
0042.	Wood pole HF1-G horizontal post assemblies	72	EA	\$ _____	\$ _____
0043.	Wood pole HS1-G horizontal post assemblies	30	EA	\$ _____	\$ _____
0044.	Glued laminated SP-1 station post	12	EA	\$ _____	\$ _____
0045.	Glued laminated SP-2 station post	9	EA	\$ _____	\$ _____
	Furnishing and installing optical overhead ground wire assemblies, complete with bolted dead end or suspension clamp, suitable for 0.607 inch diameter, 36 fiber wire as follows:				
0046.	Glued laminated suspension assemblies Type OPGW-PBY (15,000 lbs)	5	EA	\$ _____	\$ _____
0047.	Glued laminated suspension assemblies Type OPGW-SP (15,000 lbs)	2	EA	\$ _____	\$ _____
0048.	Wood pole suspension assemblies Type OPGW-PB (15,000 lbs)	62	EA	\$ _____	\$ _____
0049.	Steel pole tension assemblies Type OPGW-TV (15,000 lbs)	6	EA	\$ _____	\$ _____
0050.	Wood pole tension assemblies Type OPGW-TH (15,000 lbs)	24	EA	\$ _____	\$ _____
0051.	Installing one Government-furnished 69-kV, three-phase, three-way load break switch		LS		\$ _____
0052.	Furnishing and installing three 266,800 circular mil, ACSR, 26/7 strand conductors	4.5	MI	\$ _____	\$ _____
0053.	Furnishing and installing one 0.607 inch diameter, 36 fiber optical overhead ground wire	4.75	MI	\$ _____	\$ _____
0054.	Furnishing and installing optical splice enclosures	4	EA	\$ _____	\$ _____
0055.	Furnishing and installing Stockbridge-type vibration dampers for 266,800 circular mil, ACSR, 26/7 conductors		LS		\$ _____
	Furnishing and installing vibration dampers for 0.607 inch diameter, 36 fiber optical overhead ground wire:				
0055a.	Stockbridge-type		LS		\$ _____

or

0055b.	Spiral-type		LS		\$	_____	
0056.	Furnishing and installing 24-inch diameter aerial marker balls	2	EA	\$	_____	\$	_____
0057.	Furnishing and installing aerial patrol warning signs		LS			\$	_____
0058.	Furnishing and installing avian line marking devices	438	EA	\$	_____	\$	_____
0059.	Shoo-fly						
0060.	Spare Parts		LS			\$	_____
			TOTAL		_____	\$	_____

UNIT ABBREVIATIONS

CY = cubic yards EA = each LF = linear feet LS = for the lump sum of MI=length in miles

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DOE-C-1004 SPECIFICATIONS

The Specifications are Attachment "A" listed in Section J.
(End of clause)

DOE-C-1005 DRAWINGS

The Drawings are Attachment "B" located in Section J.
(End of clause)

SECTION E
INSPECTION AND ACCEPTANCE

DOE-E-1001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of Clause)

SECTION F
DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

Alternate I (Apr 1984). If the completion date is expressed as a specific calendar date, computed on the basis of the contractor receiving the notice to proceed by a certain day, add the following paragraph to the basic clause:

The completion date is based on the assumption that the successful bidder will receive the notice to proceed by February 4, 2011 and be completed by July 21, 2011. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,033.33 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.
(End of Clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

SECTION G
CONTRACT ADMINISTRATION DATA

DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Gary Lachvayder. Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

WES-G-1002 ADMINISTRATIVE TIME FOR COMPLETION OF DRAWINGS (WAPA, JAN 2008)

a. The contractor is authorized up to 60 calendar days after the contract completion date to complete and submit final drawings, operation and maintenance manuals, and any other data required by the contract.

b. This period noted above is strictly for administrative purposes and is not an extension of the actual performance period of the contract. Liquidated damages are not applicable to this period.

(End of Clause)

WES-G-1005 CONTRACTOR'S CONTRACT ADMINISTRATION (WAPA, FEB 2008)

The name, title, phone number, office name, and complete mailing address of the Contractor's point of contact for contract administration, including defective or improper invoices, is as follows:

Name: _____	Title: _____
Phone Number: _____	E-mail address: _____
Fax Number: _____	Company Name: _____
Address: _____	City/State/Zip: _____

(End of Clause)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

DOE-H-1022 PROTECTION OF TRAFFIC

TRAFFIC INTERFERENCE:

The Contractor shall conduct his operations so as to interfere as little as possible with the use of existing roads at or near locations where the work is being performed. When it is necessary to excavate a trench across an existing road, store materials thereon, or perform other work which would obstruct traffic, notification of the start of such work or storage of materials, and details of the proposed methods of providing the required facilities for safe and continuous use of roads shall be submitted to the Contracting Officer for approval at least 48 hours in advance thereof; and the Contractor shall, at his own expense, make such approved temporary provisions as are required to maintain at least one lane of traffic by bridging the excavation, providing ramps over surface obstructions, or providing a suitable temporary by-pass around the construction.

BARRICADES, BY-PASSES, AND WARNING SIGNS:

The Contractor will be required as a part of this contract to provide and erect, before construction begins, and maintain during the progress of construction, substantial barricades bridging over trenches, ramps, sidewalks, guard rails, and warning signs; furnish, place, and maintain adequate lights and warning signals; and provide flagmen and watchmen; which safeguards shall be provided as directed by the Contracting Officer where and as may be necessary to protect pedestrian and vehicular traffic. All such barricades and/or temporary bridging or other temporary construction shall be removed by the Contractor upon completion of the work necessitating the erection thereof.

(End of clause)

DOE-H-1023 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected except for management programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

(End of clause)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a "standing neutral." The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim under the Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I, it must do so within 30 days of receipt of the written position from the other party.
(End of clause)

DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND / OR GOVERNMENT EMPLOYEES

The Government may undertake or award contracts for work or services. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

DOE-H-1026 REQUIRED ESCORT-- LACK OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CLEARANCE

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Until the Contractor receives a Government-issued FOCI clearance, all Contractor personnel shall be escorted at all times while within the DOE facilities by a designated individual identified by the program office.

(End of clause)

DOE-H-1031 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

DOE-H-1032 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Contracting Officer's Representative with a copy provided to the Contracting Officer.

(End of clause)

DOE-H-1049 GREEN PURCHASING UNDER DOE CONSTRUCTION CONTRACTS

Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractors. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

- Recycled Products are described at <http://epa.gov/cpg>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- Energy efficient products are at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- Water efficient plumbing products are at <http://epa.gov/watersense> To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor shall specify the environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of

EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content. In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the contracting officer for resolution.

WES-H-1002 RETAINAGE/HOLDBACK FOR UNDELIVERED DATA (WAPA, APR 2009)

The Government may retain/holdback up to ten(10) percent of line item's total dollar amount, as shown in Section B and final payment will not be made until all final drawings, as-builts, operation and maintenance manuals, and any other data required under the contract have been delivered to and accepted by the Government.

(End of Clause)

WES-H-1006 LIMITATION OF COSTS RESULTING FROM SUBCONTRACTOR PRICE ADJUSTMENTS (WAPA, FEB 2008)

a. When contract price adjustments are allowed for performance wholly or substantially by subcontractors or suppliers, the Government will reimburse the prime contractor for actual associated indirect costs and profit up to a maximum adjustment of 10% of the total adjustment allowed for the subcontractor or supplier.

b. Where more than one tier of subcontractors or suppliers are involved in contract performance, the total allowance for the prime contractor's indirect cost and profit shall not exceed 10% of the total adjustment allowed for all subcontractors or suppliers who wholly or substantially perform the work.

(End of Clause)

WES-H-1007 BREAKDOWN OF CONTRACT PRICES (WAPA, FEB 2008)

In addition to the requirements of the contract clause entitled "Payments under Fixed Price Construction Contracts", the contractor shall submit a detailed breakdown of the total contract price within 30 calendar days after the date of the notice to proceed. The price breakdown shall be submitted in triplicate to the Contracting Officer's Representative (COR) designated in this contract. The breakdown of contract costs shall be arranged by bid item with a further, more detailed division into the various kinds of work which make up the bid item. Contract costs shall be furnished for each bid item detailing the various kinds of work covered in the technical paragraphs of the specifications. The cost breakdown shall show the quantities of each type of work, the unit prices for materials, labor, and equipment, as well as the total price. The contractor shall obtain cost information from its subcontractor(s) as required, to provide the Government with a complete breakdown of the actual bid price.

(End of Clause)

WES-H-1008 BACKCHARGES TO CONTRACTOR (WAPA, FEB 2008)

a. Where this contract provides for charges to the contractor for costs incurred by the Government for services, materials, or use of equipment, such

SECTION H
SPECIAL CONTRACT REQUIREMENTS

charges will include the costs of labor and materials, a reasonable allowance for use of equipment, and other expenditures which can be directly assigned to the services or materials furnished, plus an additional 20% of the total direct costs for Government overhead (indirect costs).

b. In the event this contract is terminated for default under FAR clause 52.249-10, Default (Fixed-Price Construction) (APR 1984), the increased costs the Government is entitled to recover shall include those costs which are necessary for, and directly assignable to, completing the remaining work subsequent to the termination that would not have been required had the termination not occurred. In addition, the Government shall be entitled to an additional 20% of the total direct completion costs for administrative overhead.

(End of Clause)

WES-H-1009 RIGHT TO USE AND OPERATE UNSATISFACTORY EQUIPMENT (WAPA, FEB 2008)

After installation of the equipment being purchased under this contract, if the operating parameters, materials, or equipment furnished by the contractor fail to comply with the specifications contained in this contract, the Government shall have the right to use the materials and/or operate the equipment until the defects, errors, or omissions can be corrected.

(End of Clause)

WES-H-1011 CHANGE ORDER ACCOUNTING (WAPA, FEB 2008)

a. The contractor shall maintain separate change order accounting records whenever the cost of a contract modification/change, or series of related changes, is expected to exceed \$50,000.00. The contractor shall maintain separate accounting records for each contract modification/change using appropriate accounting procedures for all segregable, incurred costs for work allocable to each change.

b. The contractor shall maintain these records until the Government and the contractor agree to an equitable adjustment for the changes ordered by the Contracting Officer, or until the matter is conclusively disposed of in accordance with the Disputes clause.

(End of Clause)

WES-H-1031 INDEMNITY (WAPA, FEB 2008)

The contractor shall hold harmless and indemnify the United States and its officers, representatives, and employees, from all claims, losses, damages, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of, any loss, personal injury, death, or property damage, including but not limited to incidents related to the transportation, removal, disposal, and/or accidental discharge of toxic and/or hazardous waste or material, received or sustained by any person or persons, including but not limited to the contractor, the United States, or third parties, and any of their employees, agents, officers, or representatives, to the extent caused by, growing out of, resulting from, incident to, or connected with, the contractor's negligent performance under this contract.

(End of Clause)

WES-H-1032 REQUIRED INSURANCE (WAPA, FEB 2008)

a. The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) Workman's Compensation Insurance in accordance with the laws of the state where contract performance occurs; Occupational Disease Coverage; and Employees Liability Coverage.

(2) Comprehensive General and Automobile Liability Insurance with the following minimum coverages:

(i) GENERAL LIABILITY

(A) Bodily Injury \$500,000 per occurrence.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

(B) Property Damage \$500,000 each accident; \$1,000,000 in the aggregate.

(ii) AUTOMOBILE INSURANCE

(A) Bodily Injury, \$200,000 per person;
\$500,000 per occurrence.

(B) Property Damage, per occurrence: \$200,000.

b. These policies shall have appropriate language waiving all subrogation rights against the Government, unless otherwise approved by the Contracting Officer.

c. Prior to the commencement of work under this contract, the contractor shall furnish a copy of the insurance certificate (binder) or other objective evidence of the above-required insurance to the Contracting Officer. The policies shall contain an endorsement to the effect that cancellation or any material change in the insurance policies that adversely affect the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed, and in no event less than thirty (30) days after written notification is provided to the Contracting Officer.

d. The contractor agrees to insert the substance of this clause, including this paragraph (d), into any subcontracts issued under this contract.

(End of Clause)

WES-H-1033 CONTRACT PRICES (WAPA, FEB 2008)

Payment for the various line items listed in Section B shall constitute full compensation for furnishing all plant, labor, equipment, appliances and materials; for performing all operations required to complete the work in conformity with the drawings and specifications, including installation and erection of the total system; necessary engineering services; and all drawings, data and/or reports.

(End of Clause)

WES-H-1035 PROTECTION AND RESTORATION OF REAL ESTATE CROSSED BY RIGHT-OF-WAY (WAPA, FEB 2008)

a. General. The contractor shall limit the movement of its crews and equipment to the right-of-way, including access routes. The contractor shall further limit movement on the right-of-way so as to minimize damage to grazing land, crops, orchards, or other real and personal property, and shall avoid marring the land. The contractor shall be responsible for all damages off the right-of-way and shall settle all such damage claims directly with the property owner. Pursuant to FAR 52.236-7 "Permits and Responsibilities," the contractor shall be responsible for all damages that are a result of its fault or negligence.

b. Restoration of Land to Original Conditions. When weather and ground conditions permit, the contractor shall obliterate all contractor caused ruts that are hazardous to farming operations and to movement of equipment. Such ruts shall be leveled, filled, and graded or otherwise eliminated in an approved manner. Ruts, scars, and compacted soils in hay meadows, alfalfa fields, pastures, and cultivated productive lands shall have the soil loosened and leveled by scarifying, harrowing, disking, or other approved methods.

c. Hillside Erosion Prevention. Water turnoff bars or small terraces shall be constructed across all right-of-way trails on hillsides to prevent water erosion and to facilitate natural re-vegetation on the trails.

d. Irrigation Ditches, Drainage Ditches, Terraces, and Title Drains. The contractor shall take measures, especially during the irrigation season, to ensure that its operations do not affect the operation of irrigation and drainage ditches, terraces, and title drains, and ensure that any other irrigation features are adequately protected during contract performance.

DE-FB65-11WG03099

SECTION H
SPECIAL CONTRACT REQUIREMENTS

e. Resolution of Damage Claims. The contractor shall promptly notify the property owner(s) of any damage caused by the contractor. The contractor, within 60 days of its knowledge of, or notice from, a landowner of damage off the right-of-way caused by the contractor's operations shall notify the Contracting Officer's Representative in writing of the disposition of each claim. In order to adequately protect the Government against landowner claims, demands, or liabilities arising out of the contractor's construction operations under this contract, the Contracting Officer may withhold progress payments, in whole or in part, due the contractor until landowner claims are settled.

(End of Clause)

WES-H-1036 MOBILIZATION AND PREPARATORY WORK (WAPA, FEB 2008)

a. General. The contractor will be compensated for mobilization and preparatory work in accordance with the terms of this contract. Mobilization and preparatory work may include movement of personnel, equipment, supplies, and incidentals to the project site; establishment of offices, buildings, plants and other facilities at the project site; payment of premiums for bonds and insurance for the project; necessary costs for acquisition of equipment; and for any other work which must be performed incident to the start of construction at the site.

b. Facilities, plants, and equipment required for this project that are established at, or brought to, the worksite are subject to the provisions of this clause unless the Contracting Officer specifically excludes, in writing, a particular item or items. The contractor is solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all its facilities, plants, and equipment. The facilities, plants, and equipment covered by this paragraph shall not be dismantled or removed from the worksite prior to completion of the work specified in the contract without the written permission of the Contracting Officer.

c. Termination for Default. In the event the contractor's right to proceed is terminated as provided by the contract clause entitled Default, all facilities, plants, and equipment on the worksite are subject to Western's right to take possession of and utilize the same for completion of the work. In addition, any encumbrance, lien, or other security interest on any such facilities, plants, or equipment shall be subordinate to Western's right to utilize these facilities, plants and equipment to complete the work under the contract.

d. Payment. Payment for mobilization and preparatory work will be made at the lump sum price specified in Section B of the contract. Progress payments for mobilization and preparatory work will be made as follows:

(1) When 5 percent of the total amount of the original contract is earned from other schedule items, 50 percent of the amount agreed upon for mobilization and preparatory work will be paid.

(2) When 10 percent of the total amount of the original contract is earned from other schedule items, the balance of the amount agreed upon for mobilization and preparatory work will be paid.

e. Progress payments for mobilization and preparatory work shall be subject to retainage as provided by FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts." In addition, the line item for mobilization and preparatory work will not be considered to be a separate division of the work, completion of which would permit the payment of the complete item price without retention.

(End of Clause)

WES-H-1043 FOREIGN VISITORS AND CONTRACT EMPLOYEES (WAPA, MAY 2005)

The Contractor must receive prior, written approval from the appropriate Western Security Manager (WSM) before any non-U.S. Citizens (Foreign Nationals) visit or work at any Western Area Power Administration (Western) facility. The Contractor must certify in writing that:

1) each of their employees working under this contract that may visit or be assigned to work at any Western facility is a U.S. Citizen, or;

SECTION H
SPECIAL CONTRACT REQUIREMENTS

2) the Contractor shall provide an accurately completed Foreign National Data Card, WAPA Form 3000-72, Attachment Attachment "D" for each of their Foreign National employees that may visit or work at any Western facility. The Contractor shall forward the completed Form to the COR at least 45 days in advance of each Foreign National employee's visit or their beginning of work. Foreign National employees shall not be allowed on-site at any Western facility without prior approval of the cognizant WSM. Circumstances which do not allow a 45 day notification require prior, written approval of the cognizant WSM. The Contractor shall include this requirement in any subcontract it issues under this contract. Western reserves the right to remove any contract employee from Western's property pending the conclusion of the Foreign National background check.

(End of clause)

WES-H-1050 SAFETY AND HEALTH - HIGH RISK (WAPA, MAY 2005)

In performing the work required by this contract, the Contractor shall comply with all applicable Federal, State, or local safety, health, or industrial safety codes including the latest effective standards promulgated by the Department of Labor, Occupational Safety and Health Administration; Safety and Health Standards 29 CFR 1910, 29 CFR 1925; and the Construction Safety and Health regulations promulgated under Section 107 of the Contract Work Hours and Safety Standards Act, 29 CFR 1926. If there is a conflict between the requirements of the applicable Federal, State, or local safety, health, or industrial safety codes, the more stringent requirements shall prevail. For any cranes used in the performance of this contract, a copy of the crane inspection records shall be furnished to Western's on-site representative prior to the performance of work. The United States is liable only for negligence on the part of its employees in accordance with the Federal Tort Claims Act, as amended.

Prior to starting work, an on-site safety meeting shall be held with Western's representative to address and discuss safety procedures related to the work required.

In addition, the contractor agrees to the following requirements:

1. A hazard evaluation will be developed for each major work component.
2. The Contractor agrees that Western has the right to remove any supervisor that does not adhere to said requirements.

(End of Clause)

WES-H-1051 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (WAPA, JULY 2006)

When the contract requires the specification or delivery of energy consuming products for use in a Federal facility, the contractor will specify or deliver ENERGYSTAR qualified products or products conforming to the Federal Energy Management Programs (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for ENERGYSTAR at <http://www.energystar.gov/products> and FEMP at http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm.

(End of Clause)

SECTION 1.
CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/>
(End of Clause)

952.202-1 DEFINITIONS

(Reference)

52.202-1 DEFINITIONS (JUL 2004)

(Reference)

52.203-3 GRATUITIES (APR 1984)

(Reference)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference)

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference)

52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (Apr 2010)

(Reference)

52.214-26 AUDIT OF RECORDS--SEALED BIDDING (MAR 2009)

(Reference)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST AND PRICING DATA--SEALED BIDDING (OCT 1997)

(Reference)

52.214-28 SUBCONTRACTOR COST AND PRICING DATA--SEALED BIDDING (OCT 1997)

SECTION 1
CONTRACT CLAUSES

(Reference)

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

(Reference)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

(Reference)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference)

52.222-3 CONVICT LABOR (JUN 2003)

(Reference)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

(Reference)

52.222-6 DAVIS-BACON ACT (JUL 2005)

(Reference)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

(Reference)

52.222-8 PAYROLLS AND BASIC RECORDS (JUNE 2010)

(Reference)

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(Reference)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

(Reference)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(Reference)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

(Reference)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

(Reference)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

(Reference)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(Reference)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(Reference)

SECTION 1
CONTRACT CLAUSES

- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2010]
(Reference)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
(Reference)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(Reference)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
(Reference)
- 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JAN 1997)
(Reference)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(Reference)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference)
- 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
(Reference)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
(Reference 23.406)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
(Reference)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
(Reference)
- 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)
(Reference)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
(Reference)
- 52.228-5 INSURANCE- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
(Reference)
- 52.228-11 PLEDGES OF ASSETS (SEP 2009)
(Reference)
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
(Reference)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
(Reference)

SECTION 1
CONTRACT CLAUSES

- 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (NOV 2006)
(Reference)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
(Reference)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
(Reference)
- 52.232-17 INTEREST (OCT 2008)
(Reference)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
(Reference)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
(OCT 2003)
(Reference)
- 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (JUL 2002)
(Reference)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
(Reference)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
(Reference)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
(Reference)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
(Reference)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
(Reference)
- 52.236-8 OTHER CONTRACTS (APR 1984)
(Reference)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES,
AND IMPROVEMENTS (APR 1984)
(Reference)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
(Reference)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
(Reference)
- 52.236-12 CLEANING UP (APR 1984)
(Reference)

SECTION 1
CONTRACT CLAUSES

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(Reference)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(Reference)

52.236-17 LAYOUT OF WORK (APR 1984)

(Reference)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(Reference)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

(Reference)

52.242-13 BANKRUPTCY (JUL 1995)

(Reference)

52.242-14 SUSPENSION OF WORK (APR 1984)

(Reference)

52.243-4 CHANGES (JUN 2007)

(Reference)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2010)

(Reference)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

(Reference)

52.245-9 USE AND CHARGES (AUG 2010)

(Reference)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(Reference)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(Reference)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006)

(Reference)

52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)-- ALTERNATE I (SEP 1996)

(Reference)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(Reference)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference)

52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

(a) *Definitions.* As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

SECTION 1
CONTRACT CLAUSES

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

SECTION 1
CONTRACT CLAUSES

"NONE"

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

SECTION 1
CONTRACT CLAUSES

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty
(whether or not a duty-free entry certificate is issued).]

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3.0 MILLION, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty(20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

DOE-J-1001 LIST OF ATTACHMENTS - GENERAL (WAPA, FEB 2008)

The following list of attachments included in this solicitation will become part of the resulting contract award:

Attachment A - Project Specifications (Volume 2)

Attachment B - Drawings (Volume 3)

Attachment C - Wage Determination - (42 pages)

Attachment D - Foreign National Data Card (WAPA Form 3000-72) (2 pages)

(This item will not become part of the contract award.)

Attachment E - Bid Bond, Performance Bond, and Payment Bond (6 pages)

(This item will not become part of the contract award.)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2010)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237130.

(2) The small business size standard is \$33.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) *Definitions.* As used in this provision-

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). (End of provision)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms; and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara/htm> or <http://www.arnet.gov/>

(End of Provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(Reference)

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation

(1) by signing and returning the amendment,
(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid,

(3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

52.214-5 SUBMISSION OF BIDS (MAR 1997)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)--

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)

(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be--

(1) Submitted on the forms furnished by the Government or on copies of those forms, and

(2) Manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of Provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

52.222-5 DAVIS BACON ACT-SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

SECTION 1
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE is as follows:

24.1%

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE is as follows:

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Contra Costa County.

(End of Provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

(a) "Definitions." "Commercially available off-the-shelf (COTS) item," "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) "Requests for determinations of inapplicability." An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) "Evaluation of offers."

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) "Alternate offers."

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

952.233-2 SERVICE OF PROTEST

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Assistance (GC-61), 1000 Independence Avenue, SW., Washington, DC 20585, Fax: (202) 586-4546.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Byron D. McCollum, Contracting Officer, Western Area Power Administration, PO Box 6457, Phoenix, AZ 85005-6457

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies (See 10 CFR part 1004.)

952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

52.236-27 I SITE VISIT (CONSTRUCTION) (FEB 1995)--ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for October 26th, 2010 at 10:00AM

(c) Participants will meet at Tracy Substation.

(d) Contact Bob Toenjes at 602-319-1082 for information
(End of Provision)

DOE-L-1003 OFFER ACCEPTANCE PERIOD

The offeror's proposal shall be valid for 90 calendar days after the required due date for proposals.

End of Provision

DOE-L-1006 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

(End of provision)

**DOE-L-1011 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION
(UNRESTRICTED)**

This acquisition is unrestricted and contains no set-aside provisions.

(End of provision)

DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE

Alternate proposals are not solicited, are not desired, and will not be evaluated.

(End of provision)

WES-L-1005 MAILED OR HANDCARRIED BID/PROPOSAL INSTRUCTIONS (WAPA, FEB 1997)

a. Mailed bids shall be sent to the address listed in Block 8 of the SF33 or SF1442, or Block 9 of the SF1449.

b. Hand carried bids shall be brought to the address listed in Block 7 of the SF33, Block 8 of the SF1442, or Block 9 of the SF1449.

c. Bidders shall place the following information on the outside of the envelope containing their submission:

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Sealed Bid IFB: DO NOT OPEN
Solicitation No.: DE-FB65-11WG03099
Due Date: November 16, 2010
Time: 2:00PM

WES-L-1012 QUESTIONS CONCERNING THE SOLICITATION (WAPA, MAR 2002)

a. Any questions concerning this solicitation MUST be submitted in writing and received in the contracting office NO LATER THAN November 3, 2010. Questions received after this date may or may not be addressed, at the discretion of the Contracting Officer. Questions may be sent to the following email address(es) harvey@wapa.gov. b. Each question should clearly specify the RFP area to which it refers. All questions answered will be provided to all prospective offerors through a solicitation amendment posted on the Internet at the web page address (URL) of <http://e-center.doe.gov/>. The identity of the prospective offerors asking questions will be withheld.

SECTION M
EVALUATION FACTORS FOR AWARD

WES-M-1001 ADDITIONAL EVALUATION FACTORS (WAPA, NOV 1995)

a. Prices must be entered for each item. All extensions of unit-priced items will be subject to verification by the Government. In case of a difference between the unit price and the extension, the unit price will govern. In case of variation between the total shown on the bid and the total verified by the Government, the total (sum of the items) determined by the Government will be considered to be the bid.

b. If a modification to a bid based on unit prices is submitted which provides for a lump-sum adjustment to the total price, the application of the lump-sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro-rata basis to every unit price in the bid schedule.

c. When alternate items and/or performance schedules are set forth in this solicitation, the Government reserves the right to make award of the alternate items and/or performance schedule when, price and other factors considered, it is determined that the alternate items and/or performance is in the best interest of the Government.

WES-M-1002 AWARD ON AN ALL OR NOTHING BASIS (WAPA, NOV 1995)

Failure to bid on all the items in the solicitation will render your bid nonresponsive. The award resulting from this solicitation will be on an "all or nothing basis." Only one award will be made from this solicitation.

WES-M-1008 UNBALANCED BIDS (WAPA, NOV 1999)

The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the overall lowest cost to the Government even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment. For the purposes of providing for expenses incident to the initiation of construction and to discourage unbalanced bidding, the price for item number 0001, Mobilization and Preparatory Work, shall not exceed 5 percent of the total for the schedule. IF IT EXCEEDS 5 PERCENT, THE BID WILL BE REJECTED AS NON-RESPONSIVE.

END OF SOLICITATION